

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between LANCASTER COUNTY SCHOOL DISTRICT 001, a political subdivision, commonly known as Lincoln Public Schools (hereinafter referred to as "LPS") and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.*, (the "Act") of the State of Nebraska, provides that two or more public entities may enter into an agreement for joint cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act and no separate legal or administrative entity is created under this Agreement; and

WHEREAS, the City is required to develop a Public Education & Outreach Program and a Public Participation & Involvement Program related to water quality as part of its National Pollutant Discharge Elimination System permit; and

WHEREAS, the City desires to provide investigative water quality equipment to seven LPS high school biology and environmental science classrooms; and

WHEREAS, each biology classroom will provide the City with the results of the water quality data collected from the student investigation experiments; and

WHEREAS, the purpose of this joint action is to provide equipment to City high school students to increase educational opportunities for surface water quality and to provide access to greater spectrum of water quality sampling data for the City; and

WHEREAS, the City has set aside funding in the state Stormwater Management Plan Program for Public Education which can be committed for investigative water quality equipment for LPS in school year 2008/2009, 2009/2010, and 2010/2011.

WHEREAS, LPS shall not exceed a purchase price of \$33,000 from Venier Software & Technology for investigative water quality equipment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. LPS shall have the responsibility of general overseeing of the purchase of the investigative water quality equipment.
2. The City will be kept advised with respect to the purchase of the investigative water quality equipment, the development of lab procedures, reporting, and may counsel with LPS whenever it deems appropriate.
3. The City agrees to pay LPS for the purchase of investigative water quality equipment not to exceed a single payment of \$33,000.
4. The investigative water quality equipment generally consists of fifty six LabQuest Quick-Start Packages, fourteen dissolved oxygen probes, seven flow rate probes, fourteen conductivity probes, fourteen nitrate ion selective electrodes, fourteen turbidity sensors, and seven soil moisture sensors.
5. LPS agrees to provide the City with the lab results from the collected water quality data from all seven high school classrooms provided with investigative water quality equipment for spring semester 2009, 2010, and 2011.
6. Water quality data can be collected from on-site or off-site wetlands, ponds, streams, or creeks within the City limits for spring semester 2009, 2010, and 2011.
7. Lab results of the water quality data must be provided to the City until the end of school year 2010/2011 or the useful life of the equipment (whichever comes first).
8. The City may design a laboratory report for student assignment and for use specifically with the provided investigative water quality equipment.

9. LPS can request that City provide a guest speaker to discuss water quality with students after water quality data results have been collected.
10. Upon the completion of the purchase, the investigative water quality equipment shall be utilized by high school students in biology or environmental science classrooms in the LPS system.
11. It is understood that predominate use of the equipment shall be by LPS between the commencement and dismissal of each day during school days.
12. The investigative water quality equipment will be retained by LPS at the completion of this agreement.
13. Either the City or the Lincoln Public Schools may terminate this agreement at any time during its term without cause by giving the other party no less than (90)-days advance notice.
14. This agreement may be modified by mutual agreement of the parties hereto. However, any modification of this agreement must be made, in writing, and comply with the requirements of the Inter-Local Cooperation Act.
15. This agreement shall become effective upon being approved by the City and LPS, and will end at the conclusion of the 2010/2011 LPS school year.

IN WITNESS WHEREOF, each of the parties hereto have executed and delivered this document by its duly authorized officer this ____ day of _____, 2008.

THE CITY OF LINCOLN, NEBRASKA
a municipal corporation,

LANCASTER COUNTY SCHOOL
DISTRICT #001 aka
LINCOLN PUBLIC SCHOOLS



By: Mark W. Shepard
Mark W. Shepard
Title: Associate Superintendent
for Business Affairs